# U.S. Department of Justice

Washington, DC 20530

# Exhibit A To Registration Statement

OMB NO. 1105-0003

Pursant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

		· · ·
1. Name and address of registrant		2. Registration No.
Luverne L. Gast (aka: L. L. "Lou" G 865 S. Gulfview Blvd G-207 Clearwater Beach, FL 34630	Gast)	5176
3. Name of foreign principal	4. Principal address of foreign p	rincipal
Meat Industry Council	Level 6, College Sydney, NSW, Aust	
5. Indicate whether your foreign principal is one of the following:		
☐ Foreign government	<b>77.</b>	
☐ Foreign political party		
☐ Foreign or domestic organization: If either, check one of	f the following	
☐ Partnership	XIII Committee	
in the days of the same of the		
☐ Corporation	Voluntary group	
☐ Association	Other (specify)	
☐ Individual-State nationality		
. If the foreign principal is a foreign government, state: N/A		
a) Branch or agency represented by the registrant		
b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: N/A		
a) Principal address.		
b) Name and title of official with whom registrant deals.		
c) Principal aim		
b) Name and title of official with whom registrant deals.	ORD-67	

inspection	
Yes <b>≭</b> No □	
Yes□ NoXIX	
Yes□ No <b>X</b>	
Yes□ No <b>y⊡</b> x	
	Yes□ NoXIX

Financed by a foreign government, foreign political party, or other foreign principal

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes □ Nox□x

Yes X No □

See Answer to Item 9.

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Date of Exhibit A	Name and Title	Signature //
axil 19, 1997	L-L. Gast	Thas
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<sup>9.</sup> Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The Meat Industry Council consists of representatives of animal producers, food retailers, trade unions, and meat packers and processors, all of whom are nominated by their respective sectors, together with representatives of the Government of Australia. The expenses of the Meat Insustry Council are borne on a 50/50 basis by industry assessments and government funds.

<sup>10.</sup> If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

# U.S. Department of Justice Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit. Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Luverne L. Gast (aka: L.L. "Lou" Gast)	5/76
3. Name of Foreign Principal	<b>V</b>
Meat Industry Council	
Check Appro	opriate Boxes:
	oreign principal is a formal written contract. If this box is checked greement is attached.
5.   There is no formal written contract between the registrant and foreign principal has resulted from an exchange of correspondence. correspondence, including a copy of any initial proposal which has been considered.	If this box is checked, attach a copy of all pertinent
6.   The agreement or understanding between the registrant and the nor an exchange of correspondence between the parties. If this box conditions of the oral agreement or understanding, its duration, the formula of the oral agreement or understanding.	is checked, give a complete description below of the terms and

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Contribute and coordinate US based Australian strategy of promoting the project to US Groups and persons; providing advice ad conseling on government and industry relations in the U.S. This will include supporting through review and comment preparation of a petition to USDA; contacts with key industry and private sector groups and organizations; and providing general advice and counsel regarding acceptability of Project 2's advanced HACCP procedures.

8. Describe fully the activity	ties the registrant engages in or proposes to engage in on behalf of the above foreign principal.
See	e Item #7
9 Will the activities on bob	
footnote below?	alf of he above foreign principal include political activities as defined in Section 1(o) of the Act and in the Yes ☑ No □
If yes, describe all such polit with the means to be employ	ical activities indicating, among other things, the relations, interests or policies to be influenced together ed to achieve this purpose.
See I	tem #7
Date of Exhibit B	Name and Title Luverne L. Gast Signature
april 19,19	97 (aka: L.L. "Lou" Santat

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Controls: Political activity as defined in Section I(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

# Meat Industry Council Consultancy Agreement

The Meat Industry Council ("MIC") has agreed to appoint you, the consultant described in Part 1 of the Schedule, to provide the support services for MIC Project 2 described in Part 2 of the Schedule which follows Part B of this agreement.

#### PART A

# 1. The Consultancy

You agree to carry out all of your responsibilities in connection with Project 2 diligently and competently and in accordance with generally accepted professional, scientific, ethical, business and financial principles and standards.

# 2. Payments to be provided by MIC

MIC will pay you as described in Part 3 of the Schedule. To conduct the consultancy you must:

- (a) Carry out your responsibilities in connection with Project 2 expeditiously and in accordance with the requests of the Project Director.
- (b) Provide progress reports and a final report promptly as requested by the Project Director.
- (c) Give to MIC whatever information it requests about the consultancy.
- (d) Provide advisory services to MIC and Project 2 and maintain the confidentiality of all consultant/client communications.

### 3. Accounts and Data

- (a) You must keep detailed and accurate accounting records of the hours devoted by you to the Project 2 consultancy and of the out-of-pocket expenses which are billed separately.
- (b) You must retain the accounting records and all primary data generated in connection with Project 2 for at least three years after the end of Project 2 and permit MIC to inspect and take copies of those records and data if it wishes to do so.

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### 4. Publications

Except as strictly necessary to carry out your duties in connection with Project 2, you may not publish or disseminate (anywhere in the world, at any time) any article or material revealing or referring to any element of your consultancy, unless you obtain MIC's prior written consent to do so.

# 5. Warranty and Undertaking

You represent and warrant that:

- (1) all information that you have given to MIC in connection with this consultancy is complete, accurate, up-to-date, and not misleading in any respect; and
- (2) you undertake to advise MIC immediately of any change to any of the information which you have provided to MIC.

### 6. Conflict of Interest

- (a) You must notify MIC as soon as possible if you expect to have any interest or obligation which may conflict with your interests or obligations under this agreement.
- (b) Where any such conflict of interest or obligation exists or may be created, MIC may immediately terminate this agreement by giving you notice in writing, and clause 7 of this Part A, below, will apply.

# 7. Termination by MIC

- (a) MIC may immediately terminate this agreement by giving you notice in writing if:
  - (1) you breach or fail to comply with any term of this agreement and, where the breach or failure is capable of being remedied, you fail to remedy it within 30 days of receiving written notice from MIC requiring you to do so;
  - an order is made or a resolution is passed that your corporation be wound up, a receiver or receiver and manager of any of your property is appointed, a provisional liquidator or official manager or administrator is appointed, you are unable (or deemed by law to be unable) to pay your debts or you make any arrangement or compromise with your creditors or members of any class of them; or

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(b) MIC may terminate this agreement by giving you 30 days notice in writing.

# 8. Termination by Consultant

- (a) You may immediately terminate this agreement by giving MIC notice in writing if it breaches or fails to comply with any term of this agreement, and, where the breach or failure is capable of being remedied, it fails to remedy it within 30 days of receiving written notice from you requiring it to do so.
- (b) You may terminate this agreement by giving MIC 30 days notice in writing.

### 9. Consequences of Termination

If this agreement is terminated:

- (a) MIC will be liable and only be liable to you for payment(s) for work performed prior to termination and for out-of-pocket expenses committed prior to termination; and
- (b) You must promptly deliver to MIC a written report on the work carried out in the consultancy to the date of termination and disclosed to MIC other information that it requests in connection with your consultancy, but the time expense reasonably required to prepare these reports shall be compensated by MIC.

### 10. Limitation of Liability

The amount of the payment(s) is the limit of MIC's liability to you in relation to this agreement and to the Consultancy, and in particular MIC's liability to you for any breach of this agreement or negligence on its part is limited to the balance of the payment(s) payable under this agreement at the time of the breach or negligence.

### 11. Force Majeure

- (a) If an act of God, a war, flood, legislation, an act of government, a strike or any other event or circumstances beyond MIC's or your control occurs and prevents or may prevent MIC or you from performing a material obligation under this agreement for more than 3 months, the other one may terminate this agreement immediately by giving notice in writing to the one who is prevented from performing and the provisions of clause 7 of this Part A will apply.
- (b) MIC may immediately terminate this agreement by giving you notice in writing if there is a reduction in MIC's overall industry or Government funding which prevents it from performing its obligations under this agreement.

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### 12. Miscellaneous

- (a) You must comply with all applicable laws and codes of conduct and guidelines in carrying out the Consultancy and performing your obligations under this agreement.
- (b) A notice under this agreement must be in writing and may be given by leaving it at the address set out in Part 1 of the Schedule or by properly addressing and posting it to that address or by sending it by facsimile transmission to that address.
- (c) You must not assign the benefit of or your rights under this agreement to any other person without MIC's prior written consent.
- You acknowledge that you are an independent contractor and that you are responsible for and must keep MIC fully indemnified against all costs and other incidents connected with either your employees or independent contractors. Those costs and other incidents include without limitation salary, wages and other remuneration, group tax, payroll tax, fringe benefits tax, annual holidays, sick leave, long service leave and leave loadings, and workers compensation and superannuation.
- (e) If there is an inconsistency between Parts A and B of this agreement and the Schedule, this agreement overrides the Schedule.
  - (1) Part B overrides Part A and the Schedule; and
  - (2) Part A overrides the Schedule.
- (f) The proper law of this agreement is the law of or applicable in New South Wales and MIC and you submit to the jurisdiction of the courts of New South Wales and of the courts having jurisdiction in appeal from the courts of New South Wales.
- (g) This agreement, including the Schedule, is the entire contract between MIC and you in relation to the Consultancy and any representation, warranty, condition, promise, undertaking or other provision not expressly set out in it will have no force or effect.

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#### PART B

# 1. MIC Key Program

- (a) The project is one of a number of separate projects forming part of a Key Program of MIC ("the **Key Program"**). The progress, carrying out or interim or final results of any one project in the Key Program may affect the objectives, methodology, milestones, or Project Program of, or the necessity to commence or continue, any other project that is part of the Key Program.
- (b) MIC may at any time before or after the commencement of the Consultancy do one or more of the following:
  - (1) change the objectives of the Consultancy;
  - (2) change the methodology for carrying out the Consultancy;
  - (3) change the Project Program or the milestones; and
  - (4) terminate the Consultancy and this agreement.
- (c) MIC may do any thing referred to in clause 1(b) in its sole discretion, provided its action is reasonable having regard to the objectives of the Key Program. Any necessary increase in funding resulting from the action will be provided to MIC.
- (d) MIC has appointed, or will appoint, a Program Coordinator of the Key Program. The function of the Program Coordinator is to coordinate and facilitate the Key Program and the Program Coordinator has no specific function, powers or responsibilities under or for the purpose of this agreement. In particular, the Program Coordinator has no right or power to bind MIC or to give any notice, approval, requirement, direction, request or other communication required or permitted to be given to MIC under or for the purposes of this agreement.

# 2. Sub-contracting

(a) If MIC permits you to sub-contract any part of the Consultancy, you will remain liable to MIC to carry out the Consultancy and you agree to keep MIC indemnified on a full indemnity basis against all injury, loss, damage and expense suffered or incurred by MIC as a result of or arising from any acts or omissions of the subcontractor.

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(b) The Corporation acknowledges that, for the purposes of Part B, 2.; Sub-contracting, it has approved the provision of the services pursuant to this agreement detailed in Part 2 of the Schedule by the persons named as sub-contractors for these services as detailed in Part 1 of the Schedule, however at the time of signing of this agreement, there are no persons so named as sub-contractors.

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# **SCHEDULE**

# PART 1: THE PARTIES

### The Consultant

L. L. (Lou) Gast, President Inspection and Management Resources (A Sole Proprietorship) 865 S. Gulfview Blvd. G-207 Clearwater Beach, FL 34630-3030

### Attention:

Telephone: (813) 446-3464 Facsimile: (813) 461-7797

# The Corporation

The Meat Industry Council Level 6 26 College Street SYDNEY NSW

### Attention:

Telephone: (02) 380-0666 Facsimile: (02) 380-0699

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# PART 2: THE PROJECT

# **Objective**

Project 2 is in furtherance of the Meat Industry Council's mission to promote techniques of meat processing and inspection that lead to a safer meat supply.

# Description

Project 2 is designed to demonstrate the merit and superiority of Australia's advanced HACCP-based meat inspection procedures so as to facilitate agreement by the U.S. Food Safety and Inspection Service (FSIS) to accept product produced under the conditions that the Project will offer.

# Services Provided by the Consultant

The Consultant will assist the project by coordinating and contributing to the US based Australian statgegy of promoting the project to key US groups and individuals and providing advice and counseling on government and industry relations in the U.S. This work will include: supporting through review and comment the preparation of a petition to USDA, contacts with key industry and private sector groups and organizations, and providing general advice and counseling regarding the acceptability of Project 2's advanced HACCP procedures.

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# PART 3: THE PAYMENT(S)

Consultant's rates for legal services are as follows:

\$100.00 per hour

Consultant will bill on a monthly basis for services and any costs incurred. Costs may include travel, hotel, meals, telephone and fax charges, photocopying, and other expenses incurred on behalf of the Corporation as shown in the Schedule.

Monthly payments based on time worked shall be subject to monthly aggregate limits which shall be agreed to from time-to-time between MIC and the Consultant.

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**17** 813 448 3484

L L GAST

03/25/97 19:40

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DATED this

Zell

day of

Opril

1997.

EXECUTED by the parties as an agreement:

SIGNED for and on behalf of the MEAT INDUSTRY COUNCIL by its duly suthorized officer

Signature

in the presence of:

Witness' Name (please print)

Signature Signature

SIGNED for and on behalf of INSPECTION AND MANAGEMENT RESOURCES by its duly authorized officer

Signature

in the presence of:

L Ray Huffman

Witness' Name (please print)

Sonsture